

AGREEMENT

This Agreement is entered into as of this 19th day of May, 1997 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business at 400 Christiana Road, Newark, Delaware ("MBNA America"), and WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION, an alumni association having its principal place of business in Dayton, Ohio ("WSUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer. A "Plus Miles Credit Card Account" is a Credit Card Account carrying the Plus Miles Enhancement.
- (c) "Customer" means any Member who is a participant in the Program.
 - (i) "Student Customer" means a Customer who is identified by WSUAA or the Customer as an undergraduate student of Wright State University.
 - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, long distance calling card programs which carry a credit feature, and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby WSUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (g) "Member" means undergraduate students, graduate students, alumni of Wright State University and/or other potential participants mutually agreed to by WSUAA and MBNA America.
- (h) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(i) "Royalties" means the compensation set forth in Schedule B.

(j) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by WSUAA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF WSUAA

(a) WSUAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, WSUAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by WSUAA of said financial institution or the advertised Financial Service Product.

(b) WSUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) WSUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) WSUAA shall have the right of prior approval of all Program advertising and solicitation materials, including the timing of solicitations, to be used by MBNA America, which contain WSUAA's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, WSUAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by WSUAA or an agent of WSUAA for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due WSUAA. Each Mailing List shall contain at least sixty thousand (60,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) WSUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to WSUAA. Notwithstanding the above, WSUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to WSUAA. Any correspondence received by WSUAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) WSUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This

license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits WSUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of WSUAA.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of WSUAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of WSUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by WSUAA.

4. REPRESENTATION AND WARRANTIES

- (a) WSUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) WSUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. WSUAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to WSUAA. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty-fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide WSUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

(c) Upon the written request of WSUAA, but no more frequently than 1 (one) request in any twelve (12) month period, MBNA America shall provide WSUAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due WSUAA since the last request was made or, if no previous request was made hereunder, for the last 4 (four) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at WSUAA's expense, if WSUAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America will provide WSUAA with thirty (30) days prior notice of any adjustments to the Program and its terms and features, which require Customer consent. Delaware and applicable

federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and WSUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on August 31, 2002. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or WSUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within forty-five (45) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate forty-five (45) days after the Cure Period.

(b) If either MBNA America or WSUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by WSUAA to the Members. Such approval shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. After the termination of this Agreement, MBNA America will send to WSUAA cardholders with their reissued card a message similar to the following: "Your replacement MBNA credit card is enclosed for your immediate use. Recently, the relationship between WSUAA and MBNA America has ended..."

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4 (b), 7, 10 (c), and 10 (d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to WSUAA:

WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION
Alumni/Foundation Building
Dayton, Ohio 45435
ATTENTION: Director of Alumni Relations

(2) If to MBNA America:

MBNA AMERICA BANK N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Mr. John Richmond, Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and WSUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than WSUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties by its representatives, has executed this Agreement as of the Effective Date.

WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION

By: Elizabeth J. Brown
Title: President, WSV Alumni Assoc.

MBNA AMERICA BANK N.A.

By: John R. [Signature]
Title: Senior Executive Vice President

SCHEDULE A

TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

* There is NO Annual Fee.

* For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.

* The current annual percentage rate on Platinum Card Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.

* For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.

2. The current annual percentage rate will be a variable rate of prime 7.4%. There may be an additional margin applied on account of the Customer's delinquency.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay WSUAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS (OTHER THAN PLUS MILES CREDIT CARD ACCOUNTS)

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Customer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. .50% of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
6. .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. PLUS MILES CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Plus Miles Credit Card Account, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
2. \$17.00 (seventeen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

C. ROYALTY ADVANCE

1. Upon implementation of the first Full Marketing Campaign (as defined herein) by MBNA America or within sixty (60) days of the full execution of this Agreement, whichever occurs first, MBNA America shall pay to WSUAA the sum of one million five hundred thousand dollars (\$1,500,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WSUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to WSUAA as set forth in this Agreement. Notwithstanding the foregoing, WSUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated by WSUAA prior to the end of the initial term as stated in this Agreement as of the Effective Date, unless such termination is a result of MBNA's material breach of this Agreement;
- (ii) WSUAA materially breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented by WSUAA from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented by WSUAA from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited by WSUAA from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement; and
- (vi) WSUAA markets or permits the marketing of any card device (multifunction or single purpose) that contains at any time a credit or charge feature to any of the Members.

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and/or a telemarketing campaign using the full updated Mailing List.

D. ROYALTY GUARANTEE

WSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than one million five hundred thousand dollars (\$1,500,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth herein. If on the last day of the full initial term of this Agreement WSUAA has not accrued \$1,500,000 in Royalties, MBNA America will pay WSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WSUAA during the initial term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

5/14/97: mmb



Richard K. Struthers
Vice Chairman

MBNA America Bank, N.A.
Wilmington, Delaware 19884-0865

(302) 453-6350
(302) 457-8151 Fax

July 8, 1997

Mr. Jerry R. Pressel, CMA
Treasurer, WSUAA
Gosiger, Inc.
108 McDonough Street
Dayton, OH 45402

Dear Jerry:

This letter is to be part of the Agreement previously executed by the Wright State University Alumni Association ("WSUAA") on May 19, 1997 (the "Agreement"), and is being agreed to by WSUAA in consideration of MBNA America's agreement to execute and enter into the Agreement.

Notwithstanding any other provision of the Agreement, MBNA America and WSUAA agree that as of the effective date of termination, if MBNA America has not fully recouped all Advances paid to WSUAA (based on the Royalty compensation formulas set forth in the Agreement), MBNA America may thereafter continue to utilize Credit Card Account plastics already issued, replace previously issued Credit Card Account card plastics with card plastics bearing a Trademark, and use the Trademarks in administering the Program (other than for new account acquisition purposes), without further payment of compensation from MBNA America, until the first to occur of the following: (i) the full recoupment by MBNA America of all Advances paid to WSUAA, or (ii) the completion of a two (2) year period immediately following the effective date of termination of the Agreement (the "Post-Termination Period"). After such Post-Termination Period, MBNA America shall cease issuance of credit card account plastics bearing a Trademark, and shall replace such card plastics as are already issued with plastics not bearing a Trademark as such card plastics expire in the ordinary course of business. MBNA America shall comply with the last sentence of Section 10(d) only during such ordinary course reissuance. The provisions of this letter shall survive termination of the Agreement.

Mr. Jerry R. Pressel, CMA
July 8, 1997
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Please acknowledge WSUAA's acceptance of the terms of this letter, by executing below as a duly authorized officer of WSUAA.

Sincerely,

MBNA America Bank, N.A.



Richard K. Struthers
Vice Chairman

AGREED TO/ACCEPTED
WRIGHT STATE UNIVERSITY
ALUMNI ASSOCIATION

By: 
Title: Treasurer

**ADDENDUM TO THE WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 18th day of March, 2001 by and between Wright State University Alumni Association ("WSUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and MBNA America are parties to an affinity agreement dated May 19, 1997, as the same may have been amended (the "Agreement"); and

WHEREAS, WSUAA and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WSUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2007. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Effective September 1, 2002 Schedule B of the Agreement is amended by deleting Section A.5 in its entirety.
4. In addition to WSUAA's obligations under the Agreement to exclusively endorse the Program, WSUAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

WRIGHT STATE UNIVERSITY
ALUMNI ASSOCIATION

By: 

Name: Ronald D. Amos

Title: President WSUAA

Date: 3/15/02

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Derrile

Title: SEVP

Date: 4/4/02

DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 3rd day of September, 2002, by and between WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION ("WSUAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of WSUAA; and

WHEREAS, WSUAA and MBNA America mutually desire to amend the Agreement to include MBNA America's Money Market Deposit Account and Certificate of Deposit Account Program, as such program may be amended from time to time (the "Deposit Program"): (i) as a financial service provided by MBNA America; and (ii) as another part of WSUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WSUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that the Deposit Program is now a part of the Program (as such Deposit Program or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Deposit Program to some or all of the persons included on the lists provided by WSUAA under the Agreement.
3. WSUAA agrees to (i) exclusively endorse the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program. Subject to the foregoing, all of WSUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.
4. Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by WSUAA to any person or entity to purchase MBNA America's services under the Deposit Program.
5. During the term of the Agreement, WSUAA will receive the royalties set forth below for accounts opened pursuant to the Deposit Program:
 - (i) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
 - (ii) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

6. The Deposit Program compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.


7. Upon termination or expiration of the Agreement, or any aspect of the Program, WSUAA shall not take action to cause the removal of WSUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the deposit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's deposit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and to the extent not otherwise granted, WSUAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. WSUAA represents and warrants that WSUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

8. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware. Certain financial service products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

9. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

WRIGHT STATE UNIVERSITY
ALUMNI ASSOCIATION

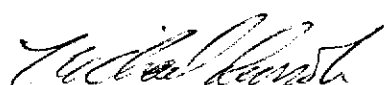
By: 

Name: Ronald D. Amos

Title: President, WSUAA

Date: 8/21/02

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Durrod

Title: SEVP

Date: September 3, 2002

GOLD OPTION & GOLD RESERVE ADDENDUM

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 3rd day of September 2002, by and among WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION ("WSUAA") and MBNA America Bank, N.A. ("MBNA"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and MBNA are parties to an affinity agreement dated May 19, 1997, as the same may have been amended (the "Agreement"), wherein MBNA provides certain financial services to certain persons included in certain lists provided to MBNA by or on behalf of WSUAA; and

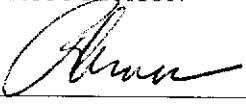
WHEREAS, WSUAA and MBNA mutually desire to amend the Agreement to include MBNA's Gold Option product ("Gold Option") and Gold Reserve product ("Gold Reserve"); (i) as financial services provided by MBNA and (ii) as another part of the program under the Agreement ("Program").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WSUAA and MBNA agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum
2. The parties agree that Gold Option and Gold Reserve (as such products are more fully described in Attachment #1) are now a part of the Program (as such products or Program may be adjusted or amended from time to time by MBNA, in its sole discretion). MBNA may, at its option, offer Gold Option and/ or Gold Reserve to some or all of the persons included on the lists provided by WSUAA under the Agreement.
3. WSUAA agrees to (i) exclusively endorse Gold Option and/ or Gold Reserve; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to Gold Option and/ or Gold Reserve. Subject to the foregoing, all of WSUAA's promises arising from its exclusive arrangements with MBNA in the Agreement shall equally apply to Gold Option and Gold Reserve.
4. During the term of the Agreement, WSUAA will receive the royalties set forth on Attachment #1, for Gold Option and Gold Reserve Accounts opened pursuant to the Program. Gold Option and Gold Reserve compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option or Gold Reserve accounts.
5. Subject to the other provisions of the Agreement, WSUAA hereby grants to MBNA a limited, exclusive license to use the WSUAA Trademarks in connection with Gold Option and Gold Reserve, including without limitation the promotion thereof.
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

WRIGHT STATE UNIVERSITY
ALUMNI ASSOCIATION

By: 

Name: Ronald D. Amos

Title: President, WSUAA

Date: 8/21/02

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Durroh

Title: SEVP

Date: September 3, 2002

ATTACHMENT #1

I. Descriptions

These descriptions are subject in all respects to the agreement to be entered into between MBNA and each customer, as the same may be amended from time to time. Further, these descriptions may be adjusted or amended by MBNA from time to time.

A. Gold Option

- 1) Gold Option is a no annual fee revolving line of credit product.
- 2) Customers can request that checks be drawn upon a predetermined line of credit.
- 3) MBNA issues checks (for specific monetary amounts) to be sent to those third parties requested by the customer.
- 4) Monthly payments may be tailored to customer's monthly needs.
- 5) The current annual percentage rate as low as 12.99%.

B. Gold Reserve

- 1) Customers receive a supply of blank checks from MBNA to be drawn upon a predetermined line of credit
- 2) The Customer may request more checks from MBNA on a periodic basis
- 3) The current annual percentage rate as low as 12.99%.

II. Royalties

A) Gold Option:

- 1) \$.50 for each Gold Option account opened pursuant to the Program which remain open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty five (45) days from the end of each calendar quarter.
- 2) .25% of the average of all month end outstanding balances (excluding transactions that relate to credits and unauthorized transaction) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- 3) \$2.00 for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

B) Gold Reserve:

- 1) \$.50 for each Gold Reserve account opened pursuant to the Program which remain open for ninety (90) consecutive days (each a "Gold Reserve Account"). This royalty will be paid approximately forty five (45) days from the end of each calendar quarter.
- 2) .25% the average of all month end outstanding balances (excluding transactions that relate to credits and unauthorized transaction) in the calendar year for each Gold Reserve Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.
- 3) \$2.00 for each applicable twelve (12) month period that each Gold Reserve Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**TRAVEL REWARDS ADDENDUM
TO THE WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this Twelfth day of March, 2003, by and between **WRIGHT STATE UNIVERSITY ALUMNI ASSOCIATION** ("WSUAA"), and **MBNA AMERICA BANK, N.A.** ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of WSUAA; and

WHEREAS, WSUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of WSUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

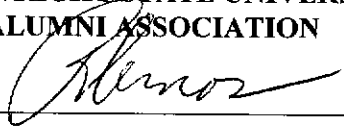
NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WSUAA and MBNA America agree as follows:

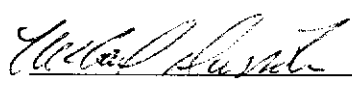
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by WSUAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Plus Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. WSUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of WSUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, WSUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**WRIGHT STATE UNIVERSITY
ALUMNI ASSOCIATION**
By: 
Name: Ronald Amos
Title: President
Date: 3-12-03

MBNA AMERICA BANK, N.A.
By: 
Name: Michael Durrah
Title: SEVP
Date: April 1, 2003

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay WSUAA a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 29th day of August, 2007 by and between Wright State University Alumni Association ("WSUAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and Bank are parties to an Agreement dated as of May 19, 1997, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of WSUAA; and

WHEREAS, WSUAA and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, WSUAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on August 31, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby amended to read in their entireties as follows:

"Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made under the Program. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application. An **"Alumni Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as an alumni application. A **"Student Reward Credit Card Account"** is a Reward Credit Card Account opened through an application coded by Bank as a student application. An **"Alumni Reward Credit Card Account"** is a Reward Credit Card Account opened through an application coded by Bank as an alumni application.

"Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program.
4. The following definitions are hereby added to Section 1 of the Agreement:

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"Emerging Credit Card GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which WSUAA complies with the GIP provisions of this Agreement.

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.

"Emerging Credit Card Reward Enhancement" means the loyalty reward Emerging Credit Card Account enhancement as provided through Bank and offered as part of the Program for Emerging Credit Card Reward Accounts. The Emerging Credit Card Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

"Emerging Credit Card Reward GIP Account" means an Emerging Credit Card Reward Account opened pursuant to a GIP in which WSUAA complies with the GIP provisions of the Agreement.

"GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which WSUAA complies with the GIP provisions of this Agreement.

"Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which WSUAA complies with the GIP provisions of the Agreement.

5. The following new Section 12 is hereby added to the Agreement:

"12. GROUP INCENTIVE PROGRAM

- (a) Bank shall design all advertising, solicitation, and promotional material with regard to the Program, except with respect to those materials designed by WSUAA pursuant to any GIP. In that regard, WSUAA shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle WSUAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by WSUAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by WSUAA pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP.

- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of WSUAA pursuant to any GIP shall be deducted from any or all Royalty payments due WSUAA under this Agreement.
- (e) WSUAA shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP."

6. Schedule A is hereby deleted from the Agreement in its entirety.

7. Schedule B of the Agreement as amended by that certain Addendum to the Agreement dated March 18, 2001, Section 4 and Section II of Attachment #1 of the Gold Option and Gold Reserve Addendum dated as of September 3, 2002, Section 5 of the Deposit Program Addendum dated as of September 3, 2002, and Section 5 and Section II of Attachment #1 of the Travel Rewards Addendum dated as of March 12, 2003 are hereby deleted in their entireties and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and incorporated herein by reference.

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**WRIGHT STATE UNIVERSITY ALUMNI
ASSOCIATION**

By: W. Thomas Koogler

Name: W. Thomas Koogler

Title: President, WSUAA

FIA CARD SERVICES, N.A.

By: Jake Freg

Name: Jake Freg

Title: SVP

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay WSUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for WSUAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$30.00 (thirty dollars) for each consumer GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

C. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

D. DEPOSIT ACCOUNTS

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the MMDA Deposit accounts opened under the Program. Payments will be made within forty-five days after the end of each calendar quarter.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the CD Deposits accounts opened under the Program. Payments will be made within forty-five days after the end of each calendar quarter.

E. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by

Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.16% (sixteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
5. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety

consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Credit Card Reward Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Reward Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Reward Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.